



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7

Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226

Agency Website: www.nlr.gov
Telephone: (313)226-3200
Fax: (313)226-2090



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August 8, 2017

Ms. Julie Boone
Silverstar Delivery LTD
9200 South Roberts Road, Suite 1C
Hickory Hills, IL 60457

Ms. Julie Boone
Silverstar Delivery LTD
13756 Kildare Avenue
Crestwood, IL 60418-2328

Re: Silver Star Delivery LTD
Case 07-CA-199193

Dear Ms. Boone:

On May 23, 2017, this office sent you a copy of a charge filed by Local 337, International Brotherhood of Teamsters (IBT) on May 18, 2017. The charge was mailed to you at the address provided by the Charging Party on the charge form. Additional addresses have been discovered, therefore, we are now resending the original letter to you, along with the charge and other documents. Should you have any questions or concerns about this matter, please contact Board Agent Robert Drzyzga at (313) 226-8052 or Robert.Drzyzga@nlrb.gov.

Very truly yours,

A handwritten signature in black ink, reading "Terry Morgan", is positioned above the typed name.

Terry Morgan
Regional Director

Enclosures:

1. Original Letter
2. Copy of Charge
3. Commerce Questionnaire

cc: Daniel L Villaire, Esq.
Howard & Howard
450 W 4th St
Royal Oak, MI 48067-2557

From: Drzyzga, Robert
Sent: Friday, August 18, 2017 10:54 AM
To: Drzyzga, Robert; Boren, Dennis R.; MacEachern, Andrew
Subject: Re: Follow up to my voicemail earlier today

Gentlemen I apologize for this issue. I now have what I believe are addresses for all involved. Should I just (b) (5).

I think this (b) (5) in my opinion.

From: Drzyzga, Robert
Sent: Friday, August 18, 2017 10:50 AM
To: Villaire, Daniel L.; Boren, Dennis R.; MacEachern, Andrew
Subject: Re: Follow up to my voicemail earlier today

Mr. Villaire, I thought you agreed to accept service as of August 14, 2017? On what basis are you now changing that date? On what date are you now confirming you are accepting service? You need to clarify this. Your refusal to commit to a date only delays these proceedings because a firm date cannot be set re your petition to revoke.

Re the duces tecum, I am willing to accept any documents you agree to produce by September 1, 2017. if you find any of the requests objectionable you need to file petition to revoke on those objectionable requests. Respectfully, you do not get to unilaterally decide if the request is objectionable, that decision will be made by the Board. Also, I would expect production of all documents prior to meeting with your custodian. I think this would allow me to narrow my questions when the custodian does appear and save time.

Re setting mutually agreeable dates for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) I am willing to do that, but as (b) (6), (b) (7)(C) with extensive knowledge of its operations and decisions on the discharges I am expecting them to appear in Detroit along with the custodian of records to take their statements.

Robert Drzyzga NLRB.

From: Villaire, Daniel L. <dlv@h2law.com>
Sent: Friday, August 18, 2017 10:31 AM
To: Drzyzga, Robert; Boren, Dennis R.; MacEachern, Andrew
Subject: RE: Follow up to my voicemail earlier today

Mr. Drzyzga,

I have not heard back from you regarding our discussion below. It is my hope to get this resolved as soon as possible. Please advise if you are willing to discuss mutually agreeable dates for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) Additionally, since three days have passed from the date we discussed acceptance of service we will need to adjust that date as well. I propose the following:

1. Acceptance of service of the subpoenas issued to the custodian of records, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) effective August 18, 2017.
2. Petitions to Revoke, if any, would be due August 25, 2017.
3. Records in response to the subpoena and that are not objectionable be provided by September 1, 2017.
4. Dates to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) be mutually agreed upon based on everyone's schedule.
5. Any witness that provides testimony be allowed to do so from the state in which they reside and via telephone if outside the state of Michigan.



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ELECTRONIC SIGNATURE: Nothing contained in this communication is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

From: Villaire, Daniel L.

Sent: Tuesday, August 15, 2017 5:38 PM

To: 'Drzyzga, Robert' <Robert.Drzyzga@nlrb.gov>; Boren, Dennis R. <Dennis.Boren@nlrb.gov>; MacEachern, Andrew <Andrew.MacEachern@nlrb.gov>

Subject: RE: Follow up to my voicemail earlier today

Your summary below is essentially correct with the exception of the dates for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). We would like to select some mutually agreeable dates. Please advise.



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From: Drzyzga, Robert [<mailto:Robert.Drzyzga@nrlb.gov>]
Sent: Monday, August 14, 2017 11:31 AM
To: Villaire, Daniel L. <dlv@h2law.com>; Boren, Dennis R. <Dennis.Boren@nrlb.gov>; MacEachern, Andrew <Andrew.MacEachern@nrlb.gov>
Subject: Re: Follow up to my voicemail earlier today

Ok, so in summary: You are accepting service on (b) (6), (b) (7)(C) and the custodian effective today, 8/14/17, correct?

-You will be filing a petition to revoke on portions of the custodian subpoena, correct?

-You are still proceeding with the petition to revoke with (b) (6), (b) (7)(C)

-And do not expect to file a petition to revoke on (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) So I can expect (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to appear next week correct?

From: Villaire, Daniel L. <dlv@h2law.com>
Sent: Monday, August 14, 2017 11:23:43 AM
To: Drzyzga, Robert
Subject: RE: Follow up to my voicemail earlier today

We may be filing a partial petition to revoke for a portion of the document requests. Some of the document requests appear to be reasonable but there are some that are not. I am not sure about the individuals but it is unlikely.



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From: Drzyzga, Robert [<mailto:Robert.Drzyzga@nlrb.gov>]
Sent: Monday, August 14, 2017 11:21 AM
To: Villaire, Daniel L. <dlv@h2law.com>
Subject: Re: Follow up to my voicemail earlier today

Are you filing petitions to revoke on these subpoenas, or agreeing to comply by September 1, 2017 for the custodian only? What about (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)?

From: Villaire, Daniel L. <dlv@h2law.com>
Sent: Monday, August 14, 2017 11:17:28 AM
To: Drzyzga, Robert
Subject: RE: Follow up to my voicemail earlier today

Mr. Drzyzga,

This will confirm that I can accept service of the subpoenas to the custodian of records, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) as of August 14, 2017. Accordingly, the period to file petitions to revoke will commence on August 14, 2017. Further, your subpoena to the records custodian includes approximately 130 request and thousands of records. A new date for the subpoena for records will be necessary. I suggest September 1, 2017. If this is acceptable please confirm.



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From: Drzyzga, Robert [<mailto:Robert.Drzyzga@nlrb.gov>]

Sent: Saturday, August 12, 2017 8:51 AM

To: Villaire, Daniel L. <dlv@h2law.com>; MacEachern, Andrew <Andrew.MacEachern@nlrb.gov>; Boren, Dennis R. <Dennis.Boren@nlrb.gov>

Subject: Re: Follow up to my voicemail earlier today

To confirm, you are accepting service on behalf of the custodian of records, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) correct? If so, you are further confirming that the custodian of records will appear with all subpoenaed documents this coming Tuesday, correct?

From: Villaire, Daniel L. <dlv@h2law.com>

Sent: Friday, August 11, 2017 2:35:54 PM

To: Drzyzga, Robert

Subject: Re: Follow up to my voicemail earlier today

Mr. Drzyzga,

I am following up on the email below. I am traveling with very limited cell service and wifi. I do believe I have heard back from you. I was able to reach my client and can accept service of the subpoenas. Please confirm if that is acceptable.

Daniel L. Villaire

Attorney and Counselor

Howard & Howard Attorneys

450 West Fourth Street<x-apple-data-detectors://1/1>

Royal Oak, MI 48067<x-apple-data-detectors://1/1>

Direct: 248.723.0529<<tel:248.723.0529>>

<http://www.howardandhoward.com><<http://www.howardandhoward.com>>

dlv@h2law.com<<mailto:dlv@h2law.com>>

On Aug 8, 2017, at 9:38 PM, Villaire, Daniel L. <dlv@h2law.com<<mailto:dlv@h2law.com>>> wrote:

Mr. Drzyzga,

I am traveling and have no cell service. I am seeing if I can accept service. Having trouble connecting with my client due to my limited access to cell device. Will that accepting service address the issue? I should be able to connect with them tomorrow.

Thanks, Dan

Daniel L. Villaire

Attorney and Counselor

Howard & Howard Attorneys

450 West Fourth Street<x-apple-data-detectors://1/1>

Royal Oak, MI 48067<x-apple-data-detectors://1/1>

Direct: 248.723.0529<<tel:248.723.0529>>

<http://www.howardandhoward.com><<http://www.howardandhoward.com>/>

dlv@h2law.com<<mailto:dlv@h2law.com>>

On Aug 8, 2017, at 8:56 AM, Drzyzga, Robert <Robert.Drzyzga@nrlb.gov<<mailto:Robert.Drzyzga@nrlb.gov>>> wrote:

Mr. Villaire, this confirms my voicemail message left with you earlier this morning. I am requesting that you provide your client Silverstar's corporate address, and the home addresses for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). I request your position on this matter no later than tomorrow, August 9, 2017. Thanks for your time. Robert Drzyzga, NLRB.

<villaire29.png><<http://www.howardandhoward.com>>

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October 27, 2017

Julie Boone
Silverstar Delivery LTD
19991 Brownstown Center Drive
Brownstown, MI 48183

Josh Scott
Amazon Logistics, Inc.
19991 Brownstown Center Drive
Brownstown, MI 48183

Julie Boone
Gold Standard Transportation
13756 South Kildare Avenue
Crestwood, IL 60445

Julie Boone
Silverstar Delivery LTD
13756 Kildare Avenue
Crestwood, IL 60445-2328

Julie Boone
Silverstar Delivery LTD
9200 South Roberts Road, Suite 1C
Hickory Hills, IL 60457

Re: Silverstar Delivery LTD, Gold Standard
Transportation and Amazon Logistics, Inc.,
Joint Employers
Case 07-CA-199193

Dear Mr. Scott and Ms. Boone:

Enclosed is a copy of the second amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Attorney Robert Drzyzga whose telephone number is (313)335-8052. If the agent is not available, you may contact Supervisory Field Attorney ANDREW M. MacEachern whose telephone number is (313)335-8032.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the second amended

October 27, 2017

charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

A handwritten signature in black ink, appearing to read "Terry Morgan". The signature is fluid and cursive, with the first name "Terry" and last name "Morgan" clearly distinguishable.

Terry Morgan
Regional Director

Enclosure: Copy of second amended charge

cc: Daniel L. Villaire, Esq.
Howard & Howard
450 W 4th Street
Royal Oak, MI 48067-2557

Joseph C. Ragaglia, Esq.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103-2921

Michael E. Lignowski, Esq.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103-2921

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Silverstar Delivery LTD

Charged Party

and

Local 337, International Brotherhood of Teamsters
(IBT)

Charging Party

Case 07-CA-199193

Affidavit of Service of Second Amended Charge Against Employer

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on October 27, 2017, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Julie Boone
Silverstar Delivery LTD
19991 Brownstown Center Drive
Brownstown, MI 48183

Daniel L. Villaire, Esq.
Howard & Howard
450 W 4th Street
Royal Oak, MI 48067-2557

Josh Scott
Amazon Logistics, Inc.
19991 Brownstown Center Drive
Brownstown, MI 48183

Joseph C. Ragaglia, Esq.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103-2921

Michael E. Lignowski, Esq.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103-2921

Julie Boone
Gold Standard Transportation
13756 South Kildare Avenue
Crestwood, IL 60445

Julie Boone
Silverstar Delivery LTD
13756 Kildare Avenue
Crestwood, IL 60445-2328

Julie Boone
Silverstar Delivery LTD
9200 South Roberts Road, Suite 1C
Hickory Hills, IL 60457

October 27, 2017

Date

Linda Davis, Designated Agent of NLRB

Name

/s/Linda Davis

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Silverstar Delivery LTD

Cases 07-CA-199193 and
07-CA-200543

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

MAILING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English. A responsible official of the Charged Party will then sign and date those Notices. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time from May 4, 2017 through January 28, 2018 at the Charged Party's facility located at 19991 Brownstown Center Drive, Brownstown, Michigan. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) by payment to (b) (6), (b) (7)(C) of the below amount. The Charged Party is responsible for paying its share of FICA and will make appropriate withholdings from the backpay and frontpay portion due (b) (6), (b) (7)(C). The non-FICA Federal taxes withheld from the backpay shall not be higher than 25 percent. The Charged Party will remit a separate check for the interest, excess tax and expenses portion of the backpay due (if applicable), from which no withholdings shall be made. The Charged Party will also file with the Regional Director a completed Report of Backpay Paid under the National Labor Relations Act, which the Regional Director will file with the Social Security Administration for the purpose of allocating the payment to the appropriate calendar year(s).

(b) (6), (b) (7)(C)

Backpay	Interest	Expenses	Excess Tax Liability	Total
\$14,341.00	\$1,086.00	\$58.00	\$211.00	\$15,696.00

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

WITHDRAWAL OF CHARGES- Upon compliance with the terms of this settlement agreement by Silverstar Delivery Ltd., the Charging Parties agree that the Regional Director will process the withdrawal request as to the charge allegations in these matters against Gold Standard Transportation and Amazon Logistics, Inc.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes /s/ (b) (6), (b) (7)(C) _____
Initials

No _____
Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional

Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Silverstar Delivery LTD		Charging Party Local 337, International Brotherhood of Teamsters (IBT)	
By: Name and Title	Date	By: Name and Title	Date
/s/ (b) (6), (b) (7)(C)	4/24/19	/s/ Kevin J. O'Neill Attorney for Local 337	4/25/19
Print Name and Title below		Print Name and Title below	
(b) (6), (b) (7)(C)		Kevin J. O'Neill, Attorney for Local 337	
		Charging Party (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)	
		By: Name and Title	Date
		/s/ (b) (6), (b) (7)(C)	4/25/19
		Print Name and Title Below	
		(b) (6), (b) (7)(C) Charging Party	
Recommended By:	Date	Approved By:	Date
/s/ Robert A. Drzyzga Robert A. Drzyzga, Attorney	4/30/19	/s/ Terry Morgan Regional Director, Region 7	5/1/19

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: Silverstar Delivery LTD
Cases 07-CA-199193, 07-CA-200543

Backpay

On (date) 5/30/19, the Employer made payment to the employee named in the Settlement Agreement and/or Notice to Employees in the amounts set forth therein. Proof of payment is attached.

On (date) 5/30/19, the Employer completed the Report to Social Security Administration and submitted it to:

National Labor Relations Board, Region 07
Attn: Compliance Officer Ethan N. Ray
477 Michigan Avenue, Room 300
Detroit, MI 48226

Expungement of Records

On (date) 5/23/19, the Employer expunged from its records any reference to the discharge and notified the employee that it will not be used against (b) (6), (b) (7)(C) in any way. A copy of the letter of expungement is attached.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: (b) (6), (b) (7)(C)
Title: (b) (6), (b) (7)(C)
Date: 5/23/19

This form should be returned to the Regional Office. If the Certification of Compliance Part Two and signed Notices are returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.



4500 W. 137th street
Crestwood, IL 60418

May 30th, 2019

Dear (b) (6), (b) (7)(C)

We at Silverstar Delivery would like to inform you that your records regarding your *discharge* from our company have been fully expunged.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



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July 2, 2019

Daniel L. Villaire, Esq.
Howard & Howard
450 W 4th St
Royal Oak, MI 48067-2557
dvillaire@howardandhoward.com

Re: Silverstar Delivery LTD
Cases 07-CA-199193 & 07-CA-200543

Dear Mr. Villaire:

The above-captioned cases have been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

Terry Morgan
Regional Director

cc: Kevin O'Neill, Esq.
22700 Garrison Street, Suite A
Dearborn, MI 48124

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: Riccio, Meredith <meredith.riccio@morganlewis.com>
Sent: Tuesday, October 24, 2017 10:12 PM
To: Drzyzga, Robert
Cc: Ragaglia, Joseph C.; Lignowski, Michael E.
Subject: Silverstar Delivery, LTD, Gold Standard Transportation, and Amazon.com, Inc. as Joint Employers; Case Nos. 07-CA-199193, 07-CA-200543, 07-CA-205496
Attachments: (94153484)_(1)_Amazon Position Statement (07-CA-199193, 07-CA-200543, 07-CA-205496) (10.24.17).PDF; (94153482)_(1)_Amazon Position Statement Exhibits (07-CA-199193, 07-CA-200543, 07-CA-205496) (10.24.17).PDF

Mr. Drzyzga,

I hope this email finds you well. Please find enclosed Amazon's response and corresponding exhibits regarding Case Nos. 07-CA-199193, 07-CA-200543, and 07-CA-205496 and your September 13, 2017 letter.

Please feel free to contact us with any questions.

Thank you,
Meredith

Meredith E. Riccio

Morgan, Lewis & Bockius LLP

77 West Wacker Drive, Fifth Floor | Chicago, IL 60601

Direct: +1.312.324.1130 | Main: +1.312.324.1000 | Fax: +1.312.324.1001

meredith.riccio@morganlewis.com | www.morganlewis.com

(b) (6), (b) (7)(C) @morganlewis.com

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Morgan Lewis

Joseph C. Ragaglia

Partner
+1.215.963.5365
joseph.ragaglia@morganlewis.com

October 24, 2017

VIA E-MAIL

Robert A. Drzyzga
Attorney
National Labor Relations Board
Region 7
477 Michigan Avenue, Room 300
Detroit, MI 48226-2569

Re: Silverstar Delivery, LTD, Gold Standard Transportation, and Amazon.com, Inc. as Joint Employers; Case Nos. 07-CA-199193, 07-CA-200543, 07-CA-205496

Dear Mr. Drzyzga:

Amazon Logistics, Inc. ("Amazon," or the "Company")¹ provides this position statement in response to the above-referenced charges filed by Local 337, International Brotherhood of Teamsters (the "Union"), a union certified on May 15, 2017 as the representative of Silverstar's employees delivering from Amazon's Brownstown, MI facility, and (b) (6), (b) (7)(C) (collectively, "Charging Parties") and the Region's September 13, 2017 letter, which name Amazon as a joint employer with Silverstar Delivery, LTD ("Silverstar") and Gold Standard Transportation ("Gold Standard") (collectively, "Respondents").

Despite not naming Amazon in the Representation Petition ("Petition"), the Union (and (b) (6), (b) (7)(C)) now alleges Amazon is a joint employer with Silverstar (and Gold Standard), and Amazon understands the Charging Parties to claim that Amazon has violated Sections 8(a)(1), 8(3), and (5) of the National Labor Relations Act ("NLRA" or the "Act"), as alleged in the charges and described in the Region's September 13, 2017 allegations letter as follows:

¹ The correct name of the Respondent is Amazon Logistics, Inc., not Amazon.com, Inc. Amazon submits this position statement and the accompanying materials on a confidential basis and with the understanding that they will remain confidential and not be released outside the NLRB, except as expressly provided by law.

Morgan, Lewis & Bockius LLP

1701 Market Street
Philadelphia, PA 19103-2921
United States

T +1.215.963.5000
F +1.215.963.5001

- In (b) (6), (b) (7)(C) 2017, the putative joint employers discriminated against (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) alleged protected concerted activities by failing to consider or promote (b) (6), (b) (7)(C) to a (b) (6), (b) (7)(C) position.
- On April 21, 2017, the putative joint employers refused to bargain over "significant discipline" issued to its employees at DTW5.
- Since April 21, 2017, the putative joint employers have unilaterally (a) issued significant discipline to its employees at DTW5; (b) changed the policy regarding deliveries by requiring employees to receive permission before re-attempting unsuccessful prior deliveries, and (c) changed the policy regarding employee work times by requiring employees to continue working until after a specified time after completing their routes, without bargaining with the Union.
- Sometime in late April or early May, a member of Silverstar management "question[ed] employees about who voted for the union and indicated that before a contract was negotiated the Joint Employers would have all new employees."
- On (b) (6), (b) (7)(C) 2017, the putative joint employers issued three disciplines to (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) alleged protected concerted and union activities.
- On (b) (6), (b) (7)(C) 2017, the putative joint employers discharged five employees, including (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) in retaliation for their alleged protected concerted activities.²
- Since May 2016, the putative joint employers have maintained and enforced overly broad work rules.³

Amazon further understands the Charging Parties seek to (erroneously) hold Amazon accountable as a "joint employer" of Silverstar's workforce, despite the fact that there are no allegations Amazon had any involvement in Silverstar's decisions to discharge, discipline, or change employees' work rules apart from a vague, conclusory allegation that the putative "joint employers" engaged in the alleged unlawful acts.

The Union's allegations boil down to three main allegations for which the Region has provided detail in its September 13, 2017 letter: (1) Amazon and Silverstar unlawfully disciplined and/or discharged bargaining unit employees in violation of Section 8(a)(3) and (5); (2) Amazon and Silverstar unlawfully and unilaterally changed its rules regarding package reattempts and deliveries without

² Charge No. 07-CA-200543, filed by (b) (6), (b) (7)(C) states that (b) (6), (b) (7)(C) was discharged on (b) (6), (b) (7)(C) 2017. Charge No. 07-CA-199193, filed by the Union, states that (b) (6), (b) (7)(C) was discharged on (b) (6), (b) (7)(C) 2017.

³ Although Charge No. 07-CA-205496 alleges the putative joint employers have maintained and enforced overbroad work rules, the charge narrative does not provide any explicit information regarding the alleged overbroad work rule. Similarly, the Region's September 13, 2017 letter does not provide additional information regarding the alleged overbroad rule. For these reasons, Amazon is not able to fully respond to that allegation at present. Should the Region provide additional information regarding that allegation, Amazon may be able to more fully respond to that allegation.

bargaining in violation of Section 8(a)(5); and (3) Silverstar's management personnel unlawfully asked employees about who supported the Union and that Amazon and Silverstar would have new employees if a union was elected in violation of Section 8(a)(1).

First, by filing a Petition naming Silverstar (and only Silverstar) as the correct employer, and then agreeing to a stipulated election with Silverstar (and only Silverstar), and being certified as the bargaining agent for Silverstar employees (and only Silverstar employees), the Union waived any rights it may have had to now claim Amazon is on the hook for liability as a so-called "joint employer." Amazon had no involvement in the representation case, nor any involvement in any bargaining that has taken place. The Union's failure to name Amazon in any Board document in the last six months is no accident, and certainly not for lack of knowledge.

Moreover, the Charging Parties' allegations that Amazon violated the Act by disciplining and discharging unit employees because of their union activities, unilaterally changing work rules, and through Silverstar allegedly threatening employees similarly has no basis in fact pertaining to Amazon.⁴ The allegations underlying the instant investigation pertain to the conduct of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) employer, Silverstar. As discussed further below, while Amazon has a services contract with Silverstar, Amazon is not the employer of Silverstar's employees. Silverstar hires, promotes, and disciplines its DAs, and implements, maintains, and enforces its employment policies. Amazon was not consulted regarding either the decision to discharge or discipline the employees at issue for their Union organizing activities or Silverstar's decision to or not to revise its employment policies; Amazon does not have any authority to remedy any of Silverstar's employees' claims by, *inter alia*, hiring or revoking discipline of any employees as employees at Amazon. Amazon is likewise unaware of any purported changes to package delivery procedures or policies or any purported interrogation or threats of bargaining unit employees.

I. Factual Background

A. Amazon and Silverstar Delivery

Amazon contracts with local delivery service providers ("DSPs") to supplement deliveries typically provided by large third-party delivery providers (e.g., UPS). These local DSPs' drivers ("DAs") deliver in the "last-mile" space, delivering packages to a customer's door.

While Amazon and Silverstar's business relationship began in May 2016, Silverstar began operating out of DTW5 in or around September 2016.⁵

⁴ Amazon has no knowledge regarding Silverstar's alleged statements questioning employees about the Union and telling employees that their employees would be replaced, and thus denies those allegations in their entirety.

⁵ Because (a) Amazon considers the terms of service and work order agreement between Silverstar and Amazon to be highly confidential, (b) the agreement also covers work not performed by the bargaining unit, and (c) there is simply no evidence here that would suggest Amazon had any involvement in Silverstar and the Union's bargaining relationship, we believe the Charges can be dismissed without reference to the agreement. Moreover, even if the Region were to review the agreement and conclude that it contains provisions suggesting joint employer status under the test outlined in *Browning-Ferris*, Amazon still cannot be liable as a joint employer for the unfair labor practices alleged in the Union's charges because Amazon has had no role in bargaining whatsoever,

As established from the inception of the relationship, DSPs have their own employee-drivers (DAs) who perform services for the DSP, and DSPs are exclusively responsible for their personnel. Indeed, DSPs and their employees cannot participate in any employment benefits offered to Amazon employees, and DSPs do not have the authority to bind Amazon or any of its affiliates to any agreement or obligation.

Since it began deliveries at DTW5, Silverstar has been responsible for approximately (b) (4) routes typically ranging from (b) (4) per day. Amazon pays Silverstar (b) (4) route for which it is responsible. The DSP is expected to deliver all packages contained in its routes. While delivery of all packages is not always feasible, the DSP is obligated to "attempt" delivery for all packages in its designated routes. At times, DAs may be unable to deliver a package during the first attempt, but DAs can continue to reattempt deliveries during their routes without seeking permission to continue reattempting packages.⁶ Additionally, DAs may return to the station "early" after delivering all packages within their route. However, because the DSP is paid (b) (4) and has a contractual obligation to attempt all packages, a DA who completed deliveries early may go back out on the road to assist other DAs who have not yet completed their respective deliveries.⁷

Typically, Silverstar DAs arrive at DTW5 in the early morning (around 7:00 a.m.) in Silverstar-provided vehicles and begin the "load-out," i.e., loading packages into their vehicles for the routes for the day. Silverstar has a management-level employee called a dispatcher on site every day who is responsible for managing all aspects of DAs' performance, including answering DAs' questions, monitoring their routes, assisting DAs with load-out or upon their return to DTW5 (should they return to DTW5 with additional packages), and evaluating and/or disciplining DAs.

and, thus, certainly did not acquiesce in any alleged unlawful activity. If the Region somehow reaches an alternate conclusion, Amazon will reconsider providing its agreement with Silverstar and is open to further discussion on this topic. Additionally, Amazon only contracts (b) (4) As Amazon understands, Gold Standard is Silverstar's sister line-haul transportation company, not a last-mile company, and certainly not a DSP with drivers at DTW5. It is not clear why Gold Standard has been named as involved in the instant matters.

⁶ Amazon understands the Union to allege that the putative joint employers unilaterally changed its policy regarding reattempted packages after April 21, 2017, requiring employees to seek permission for reattempts. Amazon is wholly unaware of any change in policy in this regard. From Amazon's perspective, DAs are not required to seek permission to reattempt deliveries, and Amazon is unaware of Silverstar's policy regarding reattempts. For reattempted deliveries outside of the designated route time, the DSP, at its discretion, can ask Amazon to (b) (4)

(b) (4) and Amazon has not instructed any DA that he/she cannot reattempt package deliveries without permission. Amazon is unaware of any communication from Silverstar to its DAs that they are required to ask permission to reattempt deliveries.

⁷ Amazon assumes, without admitting, that the alleged policy change references situations where the DA returns to the station after finishing deliveries on his/her route and goes back out into the field to assist another DA with his/her deliveries. As Amazon understands, this is not a change from any previous procedure.

On a typical day, Amazon personnel at the station include a (b) (4).⁸ These individuals are responsible for ensuring packages are properly sorted and divided into routes for DSPs, and that Amazon is sending out the requisite numbers of routes and packages to meet its operational metrics. The (b) (4) also serve as the Amazon point of contact for Silverstar management should any questions or needs arise, and they work with Silverstar management to correct any Amazon-related barriers to Silverstar's contractual performance. Amazon personnel do not direct DAs at the station and leave performance management to Silverstar's team.

B. The Union Files its Representation Petition to Represent Silverstar Employees.

On March 31, 2017, the Union filed a Petition seeking to represent Silverstar's delivery drivers. Ex. A. The Union's Petition named Silverstar as the sole "Employer" of the petitioned-for unit, and sought to represent "[a]ny and all Full & Part[-]time Delivery Drivers." *Id.* On April 7, 2017, Silverstar and the Union entered into a Stipulated Election Agreement. Ex. B. The Stipulated Election Agreement provides that the sole employer of the employees in question was Silverstar, and the unit consisted of employees of Silverstar. *See id.*; *see also* Ex. C, Notice of Election ("Those eligible to vote are: All full-time and regular part-time drivers, including lead drivers, employed by the Employer at and out of the Amazon.com, Inc., facility located at 19991 Brownstown Center Drive, Brownstown, Michigan, who were employed by the Employer during the payroll period ending Saturday, April 1, 2017.") Following an election on April 21, 2017, Union was certified as Silverstar's employees' representative on May 15, 2017. *See* Ex. D. And the Union has only bargained with Silverstar since that time.

Amazon was entirely uninvolved with the representation proceedings with the Board. It was not named in the Petition, was not a party to the Stipulated Election Agreement, and at no point during the representation proceedings did the Union claim that Amazon should be involved or was a joint employer of Silverstar's employees.

II. Discussion

A. The Union Waived Any Right It May Have Had to Claim that Amazon is a Joint Employer that Must Bargain with the Union.

The Union alleges that following the election, the putative joint employers both issued discipline and/or discharged employees and changed their work rules without bargaining with the Union in violation of Section 8(a)(5). However, "[t]he representation proceeding, not the unfair labor practice proceeding, is where employer status should be litigated." *Alaska Roughnecks and Drillers Ass'n v. NLRB*, 555, F.2d 732, 735 (9th Cir. 1977). Here, the Union has engaged in a conscious and deliberate pursuit of a bargaining relationship solely with Silverstar. The representation case was filed against Silverstar (and only Silverstar), and the Union and Silverstar (and only Silverstar) have engaged in discussions related to collective bargaining for months.

⁸ (b) (6), (b) (7)(C) is the only Amazon employee listed in the Region's September 13, 2017 letter. Until early May, 2017, (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C). In May, 2017, (b) (6), (b) (7)(C) was promoted to the (b) (6), (b) (7)(C). All other individuals listed in the Region's September 13, 2017 letter are Silverstar management personnel.

As a result of the Union's conscious decision to pursue a bargaining relationship with Silverstar, Amazon was completely unable to represent its interests in the representation proceedings. The Union cannot now, through its 8(a)(5) allegations, months after the representation proceeding concluded, attempt to foist the bargaining obligation on Amazon.

Long-standing Board and Circuit Court law confirms that a union's failure to include an alleged joint employer in representation proceedings waives the union's future rights with respect to any bargaining obligation the alleged joint employer may have had because, among other reasons, any Board order requiring bargaining under these circumstances would violate the putative joint employer's due process rights to participate in the representation proceedings.

In *Aldworth Co., Inc.*, for example, the Board found that a union waived its right to pursue any bargaining obligation with respect to an alleged joint employer after excluding them through the representation proceeding. 338 NLRB 137, 140-41 (2002), *enfd. sub nom Dunkin' Donuts Mid-Atlantic Distrib. Ctr., Inc. v. NLRB*, 363 F.3d 437 (D.C. Cir. 2004). In its decision, the Board reasoned that the union was aware of the potential joint employer relationship, filed a petition solely against the contractor, and did not otherwise identify the alleged joint employer during the representation proceeding. *Id.* Thus, the Board held that:

by naming only Aldworth as the Employer on its election petitions, the Union essentially waived whatever bargaining rights it might have had with respect to [the alleged joint employer] . . . The Union's actions evidence a conscious a deliberate pursuit of a bargaining relationship limited to Aldworth alone.

Id. This was consistent with the Board's reasoning in *Goodyear Rubber & Tire Co.*, which agreed that "the Union's decision to only name [the contractor] as an employer in the representation case . . . [was] an admission worth some weight" when considering whether a joint employer relationship existed. 312 NLRB 674, 688 (1993). Additionally, the *Goodyear* case warned against a "certification [that] would have no bounds" and noted the potential "deprivation of due process [for] a putative joint employer" that could result from adding that joint employer too late in the bargaining. *Goodyear*, 312 NLRB at 689 n. 27 (citation omitted).

Here, the Union's failure to otherwise identify Amazon during the representation proceedings obviously prevented Amazon from appearing in the representation proceedings and setting forth its position with respect to joint employer status in those proceedings. Second, the Union's conduct throughout the representation proceeding evidenced a conscious and deliberate pursuit of a bargaining relationship with Silverstar alone. To that end, not only did the Union passively fail to raise any issue as to the Amazon's status with respect to the unit, but the Union entered in a Stipulated Election Agreement in which the Union, Silverstar, and the Region all *actively agreed* that the sole employer of the unit employees was Silverstar. In fact, it was not until the respective charges filed in August 2017 naming Amazon for the first time – months after the Petition and after bargaining began – that the Union made any insinuation that Amazon has any bargaining obligation whatsoever with respect to the unit. And even at that, despite claiming that Amazon has an obligation to bargain regarding discipline and policies in its charges, the Union has not made any request or demand of Amazon to engage in collective bargaining. Finally, this is not a case where the Union can claim ignorance. Indeed, the Notice of Election identified the prospective unit of one that delivers "at an out of the Amazon.com, Inc. facility . . .," and following the vote, on April 21, 2017, the Union published an article stating that "Delivery drivers who work at a company that

contracts with Amazon voted today to join Teamsters Local 337 in Detroit.” See <https://teamster.org/news/2017/04/amazon-delivery-drivers-join-teamsters-local-337-detroit> (“Amazon Delivery Drivers Join Teamsters Local 337 in Detroit”).

Policy reasons also support dismissal of the Charges. Tolerance of the Union’s conduct in this case would encourage unions to eliminate (allegedly) necessary parties to representation proceedings, trampling employers’ rights to due process and preventing unsuspecting companies from engaging in lawful communications about union organizing or from taking other actions which, if they are found to be a joint employer in some post-hoc proceeding, would be unlawful unilateral changes. The Region should not allow valuable Agency resources to be used to support this end-run around due process rights, including basic notice and the opportunity to make and advance arguments relating to the appropriate unit and employee status, and to file objections to the election. In short, moving this case forward under these circumstances would not serve the purposes of the Act.

The Second, Seventh, Ninth, and D.C. Circuit all agree with the Board in this regard. To that end, all of these courts have concluded that an alleged joint employer has no obligation to bargain with a union where the alleged joint employer was not named and did not have an opportunity to participate in the representation proceeding. *Computer Associates Int’l, Inc. v. NLRB*, 282 F.3d 849 (D.C. Cir. 2002); *Central Transport v. NLRB*, 997 F.2d 1180, 1184-88 (7th Cir. 1993); *International House v. NLRB*, 676 F.2d 906 (2nd Cir. 1982); *Alaska Roughnecks and Drillers Ass’n v. NLRB*, 555, F.2d 732, 735 (9th Cir. 1977) (“Because [the alleged joint employer] was neither named as an employer nor given an opportunity to object [in the representation proceeding] as permitted by 29 C.F.R. § 102.63, it was entitled to rely on the certification results that [the contractor] was the employer, not [the contractor and the alleged joint employer]”). In each case, the Circuit Court of Appeals concluded that to find a bargaining obligation when the alleged joint employer was excluded from the representation proceeding would violate the alleged joint employer’s basic right to due process.

The Union only named Silverstar and did not list Amazon on the Petition (dated March 31, 2017), the Stipulated Election Agreement (entered into on April 7, 2017), the Certification of Representative (dated May 15, 2017), and every other document related to the case. By failing to name Amazon as a party to the representation proceeding, or otherwise raising the joint employer issue therein, and instead, consciously choosing to pursue a relationship only with Silverstar, the Union waived any right it may have to now allege that Amazon must bargain (or failed to bargain) with the Union.

B. Amazon and Silverstar are Not Joint Employers.⁹

For three decades, the NLRB applied a stable and well-established test for joint employment under the Act, examining whether one employer exercised “direct and immediate” control over the operative employees. *Airborne Freight*, 338 NLRB 597, 597 n.1 (2002); *see generally Laerco Transp. and Warehouse*, 269 NLRB 324, 325 (1984) (“To establish joint employer status there must be a showing that the employer meaningfully affects matters relating to the employment relationship such as hiring, firing, discipline, supervision, and direction”); *TLI, Inc.*, 271 NLRB 798 (1984), *enf’d* 772 F.3d 894 (3d Cir. 1985). As the Region is well-aware, this standard was greatly expanded in *Browning-Ferris Industries of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015) (herein *BFI*).¹⁰ In *BFI*, the Board held that a joint employer relationship exists if two or more entities “share or codetermine those matters governing the essential terms and conditions of employment.” *Id.* In applying that standard, the Board announced that it will no longer require direct and immediate control by an alleged joint employer over the terms and conditions of employment to establish a joint employer relationship. Instead, the right to control, even if indirect and/or unexercised, may be sufficient to establish a joint employer relationship. Yet, even this new standard is not without some modicum of limitation. As the majority in *BFI* explained, “as a rule, a joint employer will be required to bargain only with respect to such terms and conditions which it possesses the authority to control.” *Browning-Ferris*, 362 NLRB No. 186, slip op. at 16.

⁹ With respect to a joint employer analysis at this stage in the investigation, Amazon notes that a joint employer investigation is not necessary. That is because the instant case presents both a merits issue (whether there was any actual violation of the Act), and a potential remedial issue (if so, whether Amazon also is liable as a joint employer). Whether Amazon can be held liable for the unfair labor practices (“ULPs”) of Silverstar, however, is only implicated if there is a meritorious ULP. If the Region concludes that no 8(a)(1), 8(a)(3), or 8(a)(5) violation occurred, the issue of Amazon’s joint employer status is moot. Thus, determining the remedial issue at this stage is a waste of private and public money and resources. *See McDonald’s USA, LLC*, 363 NLRB No. 92, at 3 (Miscimarra, dissenting) (criticizing as ill-advised the Case Management Order that “inverts the order of evidence by addressing first the question of who should be liable, before any evidence is presented regarding whether anyone has violated the Act”). In contrast, evaluating the merits of the case first is consistent with longstanding Board practice and substantially conserves resources. There is no need, for example, to litigate the instant dispute if there is no underlying merit to the allegations. As the Second Circuit has recognized generally, there are good justifications to

defer ... consideration of the remedial detail whether [the Board’s] order can be directed derivatively against parties other than the employer actually found guilty of the unfair labor practice in question. ... The problems of untangling intercorporate relationships for this purpose may be complex, and the parties should not be compelled to embark upon such an inquiry before it is determined whether the outcome of the basic dispute on the merits will make the inquiry moot.

NLRB v. CCC Assocs., Inc., 306 F.2d 534, 540 (2d Cir. 1962). Instead, the Region should consider whether Silverstar has, in fact, committed the ULPs at issue, and then request that Amazon provide its position regarding its joint employer status.

¹⁰ Amazon maintains that *BFI* was incorrectly decided. Regardless, even under *BFI*’s heightened joint employer standard, Amazon is not a joint employer with Silverstar.

The Union cannot establish that Amazon had authority to control Silverstar's purported policy and work rules changes or its discipline and discharge of Silverstar's employees such that Amazon would have had a bargaining obligation with respect to the changes, because that is simply not true. Moreover, the Union would need to prove that the purported unilateral policy changes were those that required bargaining in the first instance, involving "material, substantial, and significant" change to employees' terms and conditions of employment. See *Carey Salt Co.*, 360 NLRB No. 38, slip op. at 12 (2014); *Peerless Food Prods.*, 236 NLRB 161, 161 (1978). As alleged, the Union has provided no information demonstrating that employees reattempting packages or staying in the field to deliver packages resulted in a material *change* of their terms and conditions of employment. And indeed, Amazon has not changed any policy or procedure with respect to package deliveries. As a result, even if the Board were to conclude that Amazon and Silverstar were joint employers, Amazon would not have an obligation to come to the bargaining table to negotiate over the discipline or discharge of unit employees(s), or Silverstar's changed policies and could not have, then, violated Section 8(a)(5) by failing to do so.

Moreover, in the 8(a)(3) context, control for purposes of joint employer status is measured at the time of the alleged unlawful events, *CNN America, Inc.*, 361 NLRB No. 47, slip op. at 8 (2014), and a putative joint employer must have knowledge or a reason to know of the allegedly unlawful conduct. Specifically, cases can proceed "[o]nly when the record permits an inference (1) that the nonacting joint employer knew or should have known that the other employer acted against the employee for unlawful reasons and (2) that the former has acquiesced in the unlawful action by failing to protest it or exercise any contractual right it might possess to resist it." *Capitol EMI Music, Inc.*, 311 NLRB 997, 1000 (1993).

As explained above, Amazon did not know that Silverstar was going to "act against" any of the employees (either through disciplines or discharges) for unlawful reasons, nor did it acquiesce to it. The Charging Parties cannot present evidence to establish otherwise because no such evidence exists. Indeed, Amazon was unaware of any promotion discussion or decision regarding (b) (6), (b) (7)(C) and unaware that Silverstar was seeking to discipline or discharge unit employees for unlawful reasons. As a result, the Board cannot impose vicarious liability on Amazon for any alleged unlawful layoff of unit employees, even if the Board were to conclude that Amazon was a joint employer with Silverstar.

Contrary to the Charging Parties' contrived claims, Amazon is not a joint employer of the unit employees with Silverstar.¹¹ Indeed, from the inception of the relationship, it is abundantly clear that Silverstar is the exclusive employer of its employees and manages its own personnel. Without involvement by Amazon in the representation proceedings, and without any affirmative evidence suggesting joint employer status, bald assertions and conjecture by the Charging Parties cannot satisfy the General Counsel's burden of proving that Amazon and Silverstar "share or codetermine

¹¹ In response to the Region's September 13, 2017 request, Amazon does not possess any documents showing Silverstar employees' disciplinary history (whether for the three employees named in the letter or any Silverstar employees). Amazon does not maintain Silverstar's disciplinary records. Amazon is wholly unaware of the content of any conversations that transpired between Silverstar management personnel and (b) (6), (b) (7)(C) (regarding (b) (6), (b) (7)(C) discipline or alleged promotion), or any purported threats that Silverstar management personnel made to Silverstar employees following receipt of the Petition.

those matters governing the essential terms and conditions of employment," of the unit employees. See *Browning-Ferris*, 362 NLRB No. 186, slip op. at 2.

C. 10(j) Relief Is Not Appropriate.

You have requested Amazon's position on the appropriateness of injunctive relief under Section 10(j) of the Act. Section 10(j) of the Act enables the NLRB or its designated agent to seek interim injunctive relief from a federal district court pending the Board's own administrative adjudication of unfair labor practice proceedings. See 29 U.S.C. § 160(j). However, Section 10(j) relief is an extraordinary remedy. See, e.g., *Eisenberg for & on Behalf of NLRB v. Hartz Mountain Corp.*, 519 F.2d 138, 144 (3d Cir. 1975); *Arlook v. S. Lichtenberg & Co., Inc.*, 952 F.2d 367, 374 (11th Cir. 1992) ("[I]njunctive relief pursuant to § 10(j) is an extraordinary remedy, to be requested by the Board and granted by a district court only under very limited circumstances"). It is meant to restore the "status quo" "which existed before the alleged unfair labor practices took place." *Ahearn For and on Behalf of N.L.R.B. v. Audubon Regional Medical Center*, 937 F. Supp. 617, 622 (W.D. Ky. 1996) (citing *Fleischut v. Nixon Detroit Diesel, Inc.*, 859 F.2d 26, 30 (6th Cir. 1988)). This relief would be inappropriate and unnecessary in the instant matter.

In order to obtain a Section 10(j) injunction in the Sixth Circuit, the Board must demonstrate (1) "there is reasonable cause to believe" that an unfair labor practice has occurred," and (2) that "injunctive relief is just and proper." *Calatrello v. Automatic Sprinkler Corp. of America*, 55 F.3d 208, 214 (6th Cir. 1995); *Ahearn For and on Behalf of N.L.R.B. v. Audubon Regional Medical Center*, 937 F. Supp. 617, 622 (W.D. Ky. 1996) (same). "A negative answer to either inquiry results in the denial of the petition for injunctive relief." *Id.* See also NLRB Casehandling Manual, Part One, Unfair Labor Practice Proceedings, at § 10310.2 (instructing Regions to evaluate "whether there is a sufficient showing that an unfair labor practice has occurred and whether the effects of that unfair labor practice threaten to make the Board's ultimate remedial order a nullity unless interim relief is obtained."). As discussed below, neither requirement would be met here.

1. Amazon Did Not Commit Any ULPs.

First, a Section 10(j) injunction is not warranted because the allegations underlying the charges have no merit. Under the first prong, the Regional Director must show that the legal theory is "substantial and not frivolous" to be granted relief under Section 10(j) of the Act. See *Fleischut v. Nixon Detroit Diesel, Inc.*, 859 F.2d at 29; see also *NLRB v. Electro-Voice, Inc.*, 83 F.3d 1559, 1567 (7th Cir. 1996) ("The Director is not entitled to prevail simply because she brings a charge").

As described in detail above, the Charging Parties' charges fail for want of evidence and legal support. The Charging Parties can present no evidence that Amazon (a) violated the Act as alleged in the ULPs in the first place, or that it had (b) any obligation to bargain with the Union, let alone over any of the alleged disciplines or work rule changes. The clear, objective evidence that would be required to support a request for Section 10(j) injunctive relief simply does not exist.

2. Injunctive Relief Would Not Be Just or Proper.

Even assuming reasonable cause existed, injunctive relief would not be just or proper here. The Sixth Circuit has defined the "just and proper" standard as follows:

[T]he district court must determine “that it is in the public interest to grant the injunction, so as to effectuate the policies of the National Labor Relations Act or to fulfill the remedial function of the Board”. The district court ... must be careful that the relief granted is not simply functioning as a substitute for the exercise of the Board's power.

Fleischut, 859 F.2d at 30 (quoting *Eisenberg v. Lenape Prods., Inc.*, 781 F.2d 999, 1003 (3d Cir. 1986)); *Ahearn For and on Behalf of N.L.R.B. v. Audubon Regional Medical Center*, 937 F. Supp. 617, 623 (W.D. Ky. 1996).

There can be no dispute that the circumstances here weigh against injunctive relief. Silverstar employees have voted for (in overwhelming numbers), and are currently represented by the Union. Once a union has been certified, there exists an irrebutable presumption that the union will continue to have majority support of unit employees. See *Lee Lumber and Bldg. Material Corp.*, 322 NLRB 175, 176 (1996); *affd. in part and remanded in part*, 117 F.3d 1454 (D.C. Cir. 1997). Here, the Union has not presented any facts that show that injunctive relief would be just and proper and that the Board's remedial remedies would not effectuate the same purpose. Indeed, the Union has not presented evidence that, for example, reinstatement remedies for discharged employees are “seriously deficient” and would not address any proven unfair labor practices. See *Electro-Voice*, 83 F.3d at 1567; see *Calatrello v. Automatic Sprinkler Corp. of America*, 55 F.3d 208, 214 (6th Cir. 1995) (finding no just cause where petitioner could not prove that injunctive relief was necessary to return to the status quo to preserve the Board's remedial purposes.). In sum, relief under Section 10(j) was not intended “to become the normal method for resolving labor disputes,” *Kobell v. Suburban Lines, Inc.*, 731 F.2d 1076, 1092 (3d Cir. 1984), and there is no basis on which interim injunctive relief could be said to be in the best interests of the employees, the putative joint employers, or the general public.

III. Amazon is Open to Exploring Further Voluntary Cooperation with the Region.

Finally, the Region's September 13th letter includes over 30 document requests, many of which have multiple sub-parts, spanning seven pages. While Amazon intends to participate with the Region's investigation, there simply was no way Amazon can possibly review and collect the information the Region is requesting, which includes but is not limited to electronically-stored information (“ESI”), text messages, all instant messaging systems, in addition to “hardcopy” documents.

This type of email search and production is a costly, burdensome, and time consuming process, which cannot be completed in a matter of three or four weeks. Both the Federal Rules of Civil Procedure and The Sedona Principles require consideration of the “realistic costs of preserving, retrieving, reviewing, and producing electronically stored information” when assessing a party's burden. See, e.g., Sedona Principles, Principle 3.

Accordingly, Amazon requests that the Region consider less burdensome options in which Amazon may facilitate the investigation. We are available to discuss at your convenience.

IV. Conclusion

For the reasons described above, the Company respectfully requests that the Region dismiss the charges absent withdrawal.

Robert A. Drzyzga
October 24, 2017
Page 12

Sincerely,

/s/ Joseph C. Ragaglia

Joseph C. Ragaglia

JCR/c

Enclosures

cc: Michael E. Lignowski, Esq.
Meredith E. Riccio, Esq.

Exhibit A

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
RC PETITION

DO NOT WRITE IN THIS SPACE	
Case No.	Date Filed

INSTRUCTIONS: Unless e-Filed using the Agency's website, www.nlrb.gov, submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

2a. Name of Employer **Silver Star Delivery LTD** 2b. Address(es) of Establishment(s) involved (Street and number, city, State, ZIP code) **19991 Brownstown Center Drive/Brownstown MI 48183**

3a. Employer Representative - Name and Title **Julie Boones & John Warta** 3b. Address (If same as 2b - state same) **Same**

3c. Tel. No. **(708) 385-5788 ext 1251** 3d. Cell No. **(708) 821-8204** 3e. Fax No. 3f. E-Mail Address

4a. Type of Establishment (Factory, mine, wholesaler, etc.) **Delivery Drivers** 4b. Principal product or service **Amazon Product** 5a. City and State where unit is located: **Brownstown MI, 48183**

5b. Description of Unit Involved
Included: **Any and all Full & parttime Delivery Drivers**
Excluded: **All office Personal, supervisors, guards, Dispatchers, Flex Drivers**

6a. No. of Employees in Unit:

6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? Yes ☒ No ☐

Check One: ☐ 7a. Request for recognition as Bargaining Representative was made on (Date) _____ and Employer declined recognition on or about _____ (Date) (If no reply received, so state).

☐ 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8a. Name of Recognized or Certified Bargaining Agent (If none, so state). 8b. Address

8c. Tel No. 8d. Cell No. 8e. Fax No. 8f. E-Mail Address

8g. Affiliation, if any 8h. Date of Recognition or Certification 8i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)

9. Is there now a strike or picketing at the Employer's establishment(s) involved? **NO** If so, approximately how many employees are participating? _____ (Name of labor organization) _____, has picketed the Employer since (Month, Day, Year) _____.

10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. (If none, so state)

10a. Name 10b. Address 10c. Tel. No. 10d. Cell No. 10e. Fax No. 10f. E-Mail Address

11. Election Details: If the NLRB conducts an election in this matter, state your position with respect to any such election. 11a. Election Type: ☒ Manual ☐ Mail ☐ Mixed Manual/Mail

11b. Election Date(s) **4-21-17** 11c. Election Time(s): **(5a.m.-7a.m.)** 11d. Election Location(s):

12a. Full Name of Petitioner (including local name and number) **Teamster Local 337** 12b. Address (street and number, city, state, and ZIP code)

12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state) **International Brotherhood of Teamsters (IBT)**

12d. Tel No. **(313) 965-9833** 12e. Cell No. 12f. Fax No. **(313) 965-0570** 12g. E-Mail Address **Jim@Teamsters Local 337.com**

13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.

13a. Name and Title **James Parrinello** **organizer** 13b. Address (street and number, city, state, and ZIP code) **2801 Trumbull ave. Detroit MI, 48216**

13c. Tel No. **Same** 13d. Cell No. **Same** 13e. Fax No. **Same** 13f. E-Mail Address **Same**

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

Name (Print) **JAMES Parrinello** Signature **James Parrinello** Title **Trustee** Date **3/28/2017**

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 48, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exhibit B

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

Silverstar Delivery LTD

Case 07-RC-195952

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

The Employer, Silverstar Delivery LTD, with a place of business located at 19991 Brownstown Center Drive, Brownstown, Michigan, is engaged in the business of providing package delivery services. During the period October 1, 2016 through April 7, 2017, the Employer derived gross revenues in excess of \$50,000. During this period, the Employer, in conducting its business operations, provided services valued in excess of \$50,000 for Amazon, an enterprise directly engaged in interstate commerce.

3. LABOR ORGANIZATION. The Petitioner is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE: Friday, April 21, 2017 **HOURS:** 5:00 a.m. to 7:00 a.m.

PLACE: In an appropriate enclosed area at a location to be determined at a later date by the Regional Director in consultation with the parties.

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time drivers, including lead drivers, at and out of the Amazon facility located at 19991 Brownstown Center Drive, Brownstown, Michigan, but excluding all office clerical employees, professional employees, technical employees, confidential employees, managerial employees, dispatchers, and flex drivers, and guards and supervisors as defined in the Act, and all other employees.

Those eligible to vote in the election are employees in the above unit who were employed during the bi-weekly **payroll period ending April 1, 2017**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Initials: _____

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls or by mail as described above in paragraph 4.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

6. VOTER LIST. Within 2 business days after the Regional Director has approved this Agreement, the Employer must provide to the Regional Director and all of the other parties a voter list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available personal home and cellular telephone numbers) of all eligible voters. The Employer must also include, in a separate section of that list, the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge. The list must be filed in common, everyday electronic file formats that can be searched. Unless otherwise agreed to by the parties, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. The font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. When feasible, the list must be filed electronically with the Regional Director and served electronically on the parties. The Employer must file with the Regional Director a certificate of service of the list on all parties.

7. THE BALLOT. The Regional Director, in his or her discretion, will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of the need to have the Notice of Election and/or ballots translated.

The question on the ballot will be "Do you wish to be represented for purposes of collective bargaining by Local 337, International Brotherhood of Teamsters (IBT)?" The choices on the ballot will be "Yes" or "No".

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer must post copies of the Notice of Election in conspicuous places, including all places where notices to employees in the unit are customarily posted, at least three (3) full working days prior to 12:01 a.m. of the day of the election. The Employer must also distribute the Notice of Election electronically, if the Employer customarily communicates with employees in the unit electronically. Failure to post or distribute the Notice of Election as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. NOTICE OF ELECTION ONSITE REPRESENTATIVE. The following individual will serve as the Employer's designated Notice of Election onsite representative: John Warta, manager, telephone: 708-821-8204, fax: 708-844-0257, address: 19991 Brownstown Center Drive, Brownstown, Michigan 48183

10. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps

Initials: _____

falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

11. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

12. TALLY OF BALLOTS. Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.

13. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

Silverstar Delivery LTD

(Employer)

By

(Name)

(Date)

**Local 337, International Brotherhood of
Teamsters (IBT)**

(Petitioner)

By

(Name)

(Date)

(Union)

By

(Name)

(Date)

Recommended:

CAROLYN VAN NESS, Field Examiner

(Date)

Date approved:

Regional Director, Region 07

National Labor Relations Board

Exhibit C



United States of America
National Labor Relations Board
NOTICE OF ELECTION



PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by SECRET ballot under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted at or near the polling place. Violations of these rules should be reported immediately to an NLRB agent. Your attention is called to Section 12 of the National Labor Relations Act which provides: **ANY PERSON WHO SHALL WILLFULLY RESIST, PREVENT, IMPEDE, OR INTERFERE WITH ANY MEMBER OF THE BOARD OR ANY OF ITS AGENTS OR AGENCIES IN THE PERFORMANCE OF DUTIES PURSUANT TO THIS ACT SHALL BE PUNISHED BY A FINE OF NOT MORE THAN \$5,000 OR BY IMPRISONMENT FOR NOT MORE THAN ONE YEAR, OR BOTH.**

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off, and also include employees in the military service of the United States who appear in person at the polls. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election are *not* eligible to vote.

SPECIAL ASSISTANCE: Any employee or other participant in this election who has a handicap or needs special assistance such as a sign language interpreter to participate in this election should notify an NLRB Office as soon as possible and request the necessary assistance.

PROCESS OF VOTING: Upon arrival at the voting place, voters should proceed to the Board agent and identify themselves by stating their name. The Board agent will hand a ballot to each eligible voter. Voters will enter the voting booth and mark their ballot in secret. **DO NOT SIGN YOUR BALLOT.** Fold the ballot before leaving the voting booth, then personally deposit it in a ballot box under the supervision of the Board agent and leave the polling area.

CHALLENGE OF VOTERS: If your eligibility to vote is challenged, you will be allowed to vote a challenged ballot. Although you may believe you are eligible to vote, the polling area is not the place to resolve the issue. Give the Board agent your name and any other information you are asked to provide. After you receive a ballot, go to the voting booth, mark your ballot and fold it so as to keep the mark secret. **DO NOT SIGN YOUR BALLOT.** Return to the Board agent who will ask you to place your ballot in a challenge envelope, seal the envelope, place it in the ballot box, and leave the polling area. Your eligibility will be resolved later, if necessary.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the voting place and at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



**SILVERSTAR DELIVERY, LTD.
BROWNSTOWN, MICHIGAN**

CASE 07-RC-195952

VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:

Those eligible to vote are: All full-time and regular part-time drivers, including lead drivers, employed by the Employer at and out of the Amazon.com, Inc., facility located at 19991 Brownstown Center Drive, Brownstown, Michigan, who were employed by the Employer during the payroll period ending Saturday, April 1, 2017.

EMPLOYEES NOT ELIGIBLE TO VOTE:

Those not eligible to vote are: All office clerical employees, professional employees, technical employees, confidential employees, managerial employees, dispatchers, and flex drivers, and guards and supervisors as defined in the Act, and all other employees.

DATE, TIME AND PLACE OF ELECTION

FRIDAY, APRIL 21, 2017

5:00 a.m. to 7:00 a.m.	Holiday Inn Express Woodhaven, within the Conference Room, located at 21500 West Road, Woodhaven, Michigan 48183.
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EMPLOYEES ARE FREE TO VOTE AT ANY TIME THE POLLS ARE OPEN.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



UNITED STATES OF AMERICA
National Labor Relations Board
07-RC-195952



OFFICIAL SECRET BALLOT
For certain employees of
SILVERSTAR DELIVERY, LTD.
BROWNSTOWN, MICHIGAN

Do you wish to be represented for purposes of collective bargaining by
LOCAL 337, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS (IBT) ?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES



NO



DO NOT SIGN THIS BALLOT. Fold and drop in the ballot box.
If you spoil this ballot, return it to the Board Agent for a new one.
The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or the mail ballots are dispatched in a mail ballot election
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (313)226-3200 or visit the NLRB website www.nlrb.gov for assistance.

Exhibit D

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 08

SILVERSTAR DELIVERY, LTD

Employer

and

Case 07-RC-195952

LOCAL 337, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS (IBT)

Petitioner

**ORDER APPROVING WITHDRAWAL OF OBJECTIONS
AND CANCELLING HEARING AND CERTIFICATION OF
REPRESENTATIVE**

On May 4, 2017, the undersigned issued an Order Directing Hearing and Notice of Hearing on Objections in the above-captioned matter scheduling a hearing for May 11, 2017, with respect to the issues raised by certain objections to conduct affecting the results of the election which had been filed by the Employer on April 28, 2017. On May 9, 2017, the Employer requested to withdraw its objections.

Having duly considered the matter,

IT IS HEREBY ORDERED that the Employer's request to withdraw its objections is approved.

IT IS FURTHER ORDERED that the hearing scheduled in this matter for May 11, 2017, is cancelled.

As the objections to conduct affecting the results of the election have been withdrawn, and as the Tally of Ballots that issued on April 21, 2017, shows that a majority of the ballots cast in the secret ballot election conducted on April 21, 2017, were cast for the Petitioner,

CERTIFICATION OF REPRESENTATIVE

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots have been cast for

LOCAL 337, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS (IBT)

and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Unit: All full-time and regular part time drivers, including lead drivers, employed by the Employer at and out of the Amazon.com, Inc., facility located at 19991 Brownstown Center Drive, Brownstown, Michigan, but excluding all office clerical employees, professional employees, technical employees, confidential employees, managerial employees, dispatchers, and flex-drivers, and guards and supervisors as defined in the Act, and all other employees.

Dated at Cleveland, Ohio this 15th day of May 2017.



Allen Binstock, Regional Director
National Labor Relations Board
1240 East 9th Street, Suite 1695
Cleveland, OH 44199

Attachment: Notice of Bargaining Obligation

From: [Kevin Oneill](#)
To: [Drzyzga, Robert](#)
Subject: Silver Stat Discharged Employee (b) (6), (b) (7)(C)
Date: Wednesday, (b) (6), (b) (7)(C), 2017 5:31:59 PM

Bob Since we spoke on (b) (6), (b) (7)(C) 2017, (b) (6), (b) (7)(C) has been suspended. Actually (b) (6), (b) (7)(C) was suspended (b) (6), (b) (7)(C) 2017 but i found out yesterday. (b) (6), (b) (7)(C) was our observer. (b) (6), (b) (7)(C)

Hired (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) is a delivery person. (b) (6), (b) (7)(C) is paid \$140 a day regardless of how many hours (b) (6), (b) (7)(C) works. No overtime.

(b) (6), (b) (7)(C) works the day shift starting at 5:45 am. (b) (6), (b) (7)(C) and all other employees work until all their deliveries are done, ten hours or more. (b) (6), (b) (7)(C) had never been written up before the election. (b) (6), (b) (7)(C) had been told by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was one of their best drivers. After the election (b) (6), (b) (7)(C) has been written up 4 times.

1. (b) (6), (b) (7)(C) was written up for leaving (b) (6), (b) (7)(C) hazard lights on when (b) (6), (b) (7)(C) parked (b) (6), (b) (7)(C) vehicle at the end of the day. (b) (6), (b) (7)(C) did not leave them on. (b) (6), (b) (7)(C) parked the vehicle, turned (b) (6), (b) (7)(C) vehicle keys in and went home. This supposedly happened on (b) (6), (b) (7)(C) 2017. The incident was never mentioned to (b) (6), (b) (7)(C) until (b) (6), (b) (7)(C) 2017 when (b) (6), (b) (7)(C) was given discipline. I will fax it to you. (b) (6), (b) (7)(C) did not leave hazards on.

2. For communication (b) (6), (b) (7)(C) and others wear a device called a Rabbit. It is essential to get (b) (6), (b) (7)(C) job, deliveries completed. On (b) (6), (b) (7)(C) was disciplined for lying and saying (b) (6), (b) (7)(C) batteries were dead on the Rabbit. Didn't happen. (b) (6), (b) (7)(C) Rabbit never ran out of juice. This is a made up story. (b) (6), (b) (7)(C) was handed the discipline dated (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) First time this lie was mentioned to (b) (6), (b) (7)(C)

3. Prior to election (b) (6), (b) (7)(C) often used foul language to supervisors such as "this is Bull shit" Never disciplined. After election (b) (6), (b) (7)(C) was talking to (b) (6), (b) (7)(C) and said "this is Bull shit" (b) (6), (b) (7)(C) was written up for profanity. See attached. (b) (6), (b) (7)(C) gave it to (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2017. (b) (6), (b) (7)(C) responded to him "Why now? I have cursed before around you alot of times and not been written up" (b) (6), (b) (7)(C) responded "we have to get strict now." and added " (b) (6), (b) (7)(C) I just want you to know its not me"

(b) (6), (b) (7)(C) has heard (b) (6), (b) (7)(C) say to everyone and (b) (6), (b) (7)(C) "you are not going to get anything. Its going to take over a year to get a contract and we will have all new employees by the time we get to the new building"

4. On (b) (6), (b) (7)(C) 2017 (b) (6), (b) (7)(C) was making a delivery in Downtown Detroit. When (b) (6), (b) (7)(C) returned to (b) (6), (b) (7)(C) vehicle a homeless person said a car side swiped (b) (6), (b) (7)(C) vehicle. No vehicle was around,

there was no car to get a license of. [REDACTED] saw 3 black marks on the vehicle, no dents. [REDACTED] returned to the terminal and immediately told supervision. [REDACTED] supervisor said fill out an accident report and statement. [REDACTED] didn't know what to put down because there was no car, time it occurred or circumstances to document. [REDACTED] said what [REDACTED] put down was good. [REDACTED] left. Over the [REDACTED] (b) (6), (b) (7)(C) received a call not to come in [REDACTED] is suspended.

From: [Kevin O'Neill](#)
To: [Drzyzga, Robert](#)
Subject: Silver Star (b) (6), (b) (7)(C)
Date: Wednesday, May 31, 2017 6:12:25 PM

Bob, (b) (6), (b) (7)(C) is a discharged employee. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). Hired (b) (6), (b) (7)(C). When (b) (6), (b) (7)(C) was recently discharged (b) (6), (b) (7)(C) was not given a written termination. Compensation \$ 140 a day regardless of how many hours you work. No overtime. (b) (6), (b) (7)(C) works 5:45 am. (b) (6), (b) (7)(C) and all employees work until their deliveries are done, ten hours or more. Prior to the election (b) (6), (b) (7)(C) had never been disciplined. After the vote (b) (6), (b) (7)(C) got written up and suspended 3 days because (b) (6), (b) (7)(C) finished (b) (6), (b) (7)(C) route and came back "too early"

On (b) (6), (b) (7)(C) 2017 (b) (6), (b) (7)(C) was doing a downtown Detroit route. (b) (6), (b) (7)(C) had over 30 packages to deliver. Three packages (b) (6), (b) (7)(C) did not deliver. The 3 businesses were closed before (b) (6), (b) (7)(C) got there. Silverstar has a practice of Rescue. If you don't think you can get to a stop you call dispatch and another driver is sent to meet you and help make the deliveries on time. (b) (6), (b) (7)(C) called for a Rescue this day. Dispatch said they called to get (b) (6), (b) (7)(C) help and all refused. (b) (6), (b) (7)(C) later asked some of the co-workers and they said they were never called to help (b) (6), (b) (7)(C) was being set up.

After (b) (6), (b) (7)(C) told dispatch the businesses were closed (b) (6), (b) (7)(C) was told bring them back. The next day the dispatcher called (b) (6), (b) (7)(C) and said do not come in. (b) (6), (b) (7)(C) called the (b) (6), (b) (7)(C) who told (b) (6), (b) (7)(C) dismissal was out of (b) (6), (b) (7)(C) hands, HR decided it, you brought back packages"

(b) (6), (b) (7)(C) spoke to (b) (6), (b) (7)(C) said "I was told to write you up for anything because you joined the Union. You should have given (b) (6), (b) (7)(C) another chance, another 6 months.

Today (b) (6), (b) (7)(C) was fired. I do not have any details.

From: [Kevin O'Neill](#)
To: [Drzyzga, Robert](#)
Subject: Silver Star (b) (6), (b) (7)(C)
Date: Tuesday, June 13, 2017 3:10:52 PM

The information I have on (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) was hired (b) (6), (b) (7)(C). Before the election (b) (6), (b) (7)(C) was given a verbal for being late . After the election (b) (6), (b) (7)(C) was not disciplined but (b) (6), (b) (7)(C) got a call from (b) (6), (b) (7)(C) HR dont call or come in. (b) (6), (b) (7)(C) thinks (b) (6), (b) (7)(C) was terminated. (b) (6), (b) (7)(C) sent (b) (6), (b) (7)(C) an email but (b) (6), (b) (7)(C) did not respond. Out of work about 3 weeks

From: [Kevin O'Neill](#)
To: [Drzyzga, Robert](#)
Subject: Silver Star (b) (6), (b) (7)(C)
Date: Tuesday, June 13, 2017 3:22:55 PM

I dont know hire date. No discipline before the election. Suspended in (b) (6), (b) (7)(C) 2017. (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) said call (b) (6), (b) (7)(C) you are suspended. (b) (6), (b) (7)(C) was suspended because (b) (6), (b) (7)(C) Rabbit (b) (6), (b) (7)(C)
charger) did not work. Has not worked since.

From: [Kevin O'Neill](#)
To: [Drzyzga, Robert](#)
Subject: Silver Star (b) (6), (b) (7)(C)
Date: Tuesday, June 13, 2017 4:15:10 PM

Hired (b) (6), (b) (7)(C). Last day worked (b) (6), (b) (7)(C) No discipline before the election. Before election numerous times (b) (6) stopped at home during (b) (6), (b) (7)(C) shift. (b) (6), (b) (7)(C) never told anyone. After the election on (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was working. After (b) (6), (b) (7)(C) completed (b) (6), (b) (7)(C) route (b) (6), (b) (7)(C) could not go in because they are told they must stay out 10 hours. (b) (6), (b) (7)(C) stopped home for 5 to 10 minutes to drop off some propane tanks. (b) (6), (b) (7)(C) then drove to work to drop (b) (6), (b) (7)(C) truck off. After (b) (6), (b) (7)(C) returned home (b) (6), (b) (7)(C) got a call from (b) (6), (b) (7)(C) saying (b) (6), (b) (7)(C) got an email from the Boss that (b) (6), (b) (7)(C) took the van home so they were taking (b) (6), (b) (7)(C) off the schedule. (b) (6), (b) (7)(C) didnt tell anyone (b) (6), (b) (7)(C) stopped at home. After the election (b) (6), (b) (7)(C) remembers (b) (6), (b) (7)(C) saying "they were now cracking down on things. (b) (6), (b) (7)(C) says (b) (6), (b) (7)(C) never got a handbook and did not know it was wrong to stop at home.

From: [Kevin Oneill](#)
To: [Drzyzga, Robert](#)
Subject: Re: Another question
Date: Monday, July 17, 2017 12:14:20 PM

no that is a red herring. (b) (6) was going to do the whole route. but it got late and businesses were closed so (b) (6) brought the packages back

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: "Drzyzga, Robert" <Robert.Drzyzga@nlrb.gov>
Date: 7/17/17 11:21 AM (GMT-05:00)
To: Kevin Oneill (b) (6), (b) (7)(C) >
Subject: Re: Another question

But did (b) (6) tell anyone (b) (6) was not going to do the extra work.

From: Kevin Oneill (b) (6), (b) (7)(C) >
Sent: Monday, July 17, 2017 10:40 AM
To: Drzyzga, Robert
Subject: Re: Another question

no (b) (6) did not have 2 routes (b) (6), (b) (7)(C) had one route bigger than usual not assigned a second route so didn't refuse it. Bob I met (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) Arrogant. the workers fault is their defense on everything Very believable they retaliated. At our meeting the Lawyer Villaire didn't know his clients. very odd

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: "Drzyzga, Robert" <Robert.Drzyzga@nlrb.gov>
Date: 7/16/17 5:49 PM (GMT-05:00)
To: Kevin Oneill (b) (6), (b) (7)(C) >
Subject: FW: Another question

Still need (b) (6), (b) (7)(C) answer to the below questions. I need them by tomorrow.

From: Drzyzga, Robert

Sent: Tuesday, July 11, 2017 9:51 AM

To: 'Kevin Oneill' (b) (6), (b) (7)(C)

Subject: Another question

Did (b) (6), (b) (7)(C) have two routes assigned the day (b) (6), (b) (7)(C) didn't complete (b) (6), (b) (7)(C) route in Detroit on (b) (6), (b) (7)(C)/17 ((b) (6), (b) (7)(C) route) and returned 30 packages ?

Did (b) (6), (b) (7)(C) ever tell anyone that (b) (6), (b) (7)(C) wasn't going to do the second route (b) (6), (b) (7)(C) was assigned on (b) (6), (b) (7)(C)/17?

I need the response by 7/14/17.

From: [Kevin Oneill](#)
To: [Drzyzga, Robert](#)
Subject: Re: Information
Date: Friday, July 14, 2017 8:49:58 AM

I'm driving up north to start vacation.i know July 24 and 25 4 dates I think in August waiting for employer to confirm

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: "Drzyzga, Robert" <Robert.Drzyzga@nlrb.gov>
Date: 7/14/17 8:44 AM (GMT-05:00)
To: Kevin Oneill (b) (6), (b) (7)(C) >
Subject: RE: Information

[Dates?](#)

From: Kevin Oneill [mailto:(b) (6), (b) (7)(C)]
Sent: Friday, July 14, 2017 8:43 AM
To: Drzyzga, Robert <Robert.Drzyzga@nlrb.gov>
Subject: Re: Information

we have had one introductory meeting. and have tentatively scheduled 4 others

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: "Drzyzga, Robert" <Robert.Drzyzga@nlrb.gov>
Date: 7/14/17 8:27 AM (GMT-05:00)
To: Kevin Oneill <(b) (6), (b) (7)(C) >
Subject: FW: Information

[And the status of bargaining](#)

From: Drzyzga, Robert
Sent: Friday, July 14, 2017 8:07 AM
To: 'Kevin Oneill' <(b) (6), (b) (7)(C) >
Subject: RE: Information

[I need your evidence of "chill" on Union activity.](#)

From: Kevin Oneill [[mailto:\(b\) \(6\), \(b\) \(7\)\(C\)](#)]

Sent: Thursday, July 13, 2017 10:59 PM
To: Drzyzga, Robert <Robert.Drzyzga@nrlrb.gov>
Subject: Information

To: Robert Drzyzga- Request for 10 (j)

Dear Mr. Drzyzga,

AS you know I represent Teamsters Local 337. Also as you are aware Local 337 has been certified as the bargaining representative for the employees at Silverstar. I filed a charge on behalf of individual employees that have been discharged, disciplined and discriminated against by Silverstar. There are additional individuals that have also been discharged or disciplined that we will be filing an Unfair Labor Practice charge on.

The employer prior to the representation election meted out very little discipline. After the employees voted to be in a Union, Silverstar began disciplining and discharging employees for actions that were allowed and went unpunished before. Further the discipline is directed at all employees that supported the Union. Because the vote was 22-7 it is quite apparent the unit overwhelming supported the teamsters.

As the facts and affidavits have shown, action that before the election were allowed now leads to discharge. Each week another 1 or 2 employees are discharged.

People are discharged because management knows they specifically voted for the Union or to punish everyone because the Union won. Silverstar is out of Control. Clearly the facts warrant a Complaint being issued against Silverstar. Additionally a 10 (j) injunction should be requested and sought by the 7th Region.

The employees exercised their protected Section 7 Rights and should not be discharged for doing such. Also those employees that have been discharged receive no documentation of their discharge as a strategy to deny they are employees and make it difficult to get unemployment.

Lastly, the Affidavit testimony shows Silverstar is violating the Law by not paying State required hourly overtime after 40 hours. We are preparing to file claims for the employees at wage and hour and a 10 (j) injunction would be beneficial so there is no further retribution. Accordingly, Local 337 requests that a Complaint be issued and the Region seek a 10 (j) injunction.

Respectfully

Submitted,

Kevin

O'Neill

From: [Kevin Oneill](#)
To: [Drzyzga, Robert](#)
Subject: Fwd: Additional Questions
Date: Tuesday, July 18, 2017 10:13:24 AM

Bob confirm receipt

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Dave Hughes <Dave@teamsterslocal337.com>
Date: 7/18/17 10:06 AM (GMT-05:00)
To: Kevin Oneill (b) (6), (b) (7)(C) >, Todd Lince <todd@teamsterslocal337.com>
Subject: RE: Additional Questions

From: Kevin Oneill [mailto:(b) (6), (b) (7)(C)]
Sent: Tuesday, July 18, 2017 9:12 AM
To: Dave Hughes <Dave@teamsterslocal337.com>; Todd Lince <todd@teamsterslocal337.com>
Subject: Fwd: Additional Questions

- 1.Yes, in the beginning they were trained by an Amazon employee...but the company later went to a video orientation.
- 2.No, they do not share HR departments
- 3.Yes, they do share office space.
- 4.Yes, the drivers wear shirts and hats and badges with Amazon logos on them...the trucks used to have the logo, but was removed sometime ago.
- 5.The company used to tell the employees that it was Amazon that was removing them from the schedule for concession's, or customer complaints...now there told nothing but to contact HR, and they get no answer.
- 6.Yes, there is only Amazon merchandise on the route truck.

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: "Drzyzga, Robert" <Robert.Drzyzga@nlrb.gov>
Date: 7/18/17 9:06 AM (GMT-05:00)
To: Kevin Oneill <(b) (6), (b) (7)(C) >
Subject: Additional Questions

1. Who trained the drivers? Amazon or Silver Star
2. Does Amazon and SilverStar share HR departments?
3. They (Amazon and Silverstar) share common office space, correct?
4. Did the drivers wear uniforms with logos? What about the trucks? What logos were on the trucks? Amazon. Silverstar or both?
5. Whose policies and procedures were used to discipline? Amazon or Silverstar
6. Only Amazon merchandise on the trucks? Correct?

I need this as soon as possible.

From: [Kevin O'Neill](#)
To: [Drzyzga, Robert](#); [Dave Hughes](#)
Subject: silver star witnesses on chilling effect
Date: Thursday, August 10, 2017 2:08:30 PM

Bob on the issue of the employer's actions having a chilling effect on the unit the best witness would be Dave Hughes. He is a local 337 organizer and has been the key person since the onset. I have seen Dave in this campaign and others. Since the beginning he would daily communicate with the employees.

He would testify that over the last 2 months he has tried to call the employees and keep their spirits up and explain the continuing process. Dave would testify in the last 2 months most of his calls have gone unanswered. People he used to call would answer. Now they don't pick up. He leaves a voice mail and they rarely call back.

Two weeks ago he spoke to a strong supporter (b) (6), (b) (7)(C) told him "what good is the union? People are getting fired and nothing is being done and still no negotiations"

On August 4 2017 (b) (6), (b) (7)(C) told Dave "People are losing faith in the union." You know of (b) (6), (b) (7)(C) who has become disenchanted, was our observer and now won't talk to Dave or others at the local

From: [Kevin Oneill](#)
To: [Drzyzga, Robert](#)
Subject: Re: Silver Star
Date: Thursday, May 17, 2018 2:23:50 PM

willing to proceed.i will contact my union client to see if we can find them

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: "Drzyzga, Robert" <Robert.Drzyzga@nlrb.gov>
Date: 5/17/18 2:21 PM (GMT-05:00)
To: Kevin Oneill <(b) (6), (b) (7)(C) >
Subject: FW: Silver Star

Mr. O'Neill, are you still proceeding with the charges on these two individuals or are you withdrawing these allegations?

From: Drzyzga, Robert
Sent: Monday, April 30, 2018 10:19 AM
To: Kevin Oneill (b) (6), (b) (7)(C) >
Subject: Re: Silver Star

I still need to take affidavits from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

What is their availability the next two weeks?

From: Kevin Oneill <(b) (6), (b) (7)(C) >
Sent: Friday, April 27, 2018 4:02 PM
To: Drzyzga, Robert
Subject: Re: Silver Star

yes

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: "Drzyzga, Robert" <Robert.Drzyzga@nlrb.gov>
Date: 4/27/18 3:44 PM (GMT-05:00)
To: Kevin Oneill <(b) (6), (b) (7)(C) >

Subject: RE: Silver Star

So only the discharges, none of the rules, unilateral changes and bargaining allegations. Correct.

From: Kevin Oneill [[mailto:\(b\) \(6\), \(b\) \(7\)\(C\)](#)]
Sent: Friday, April 27, 2018 3:27 PM
To: Drzyzga, Robert <Robert.Drzyzga@nrlrb.gov>
Subject: Re: Silver Star

Bob my client does not wish to pursue any charges on behalf of the Local regarding issues related to bargaining. But would request the charges regarding the individuals continue

From: Drzyzga, Robert <Robert.Drzyzga@nrlrb.gov>
Sent: Monday, March 5, 2018 2:13 PM
To: Kevin Oneill
Subject: Silver Star

Did you talk to your client on this case? Do you still wish to proceed with your charges, or will you be withdrawing them?

From: Kevin Oneill (b) (6), (b) (7)(C) >
Sent: Friday, April 27, 2018 3:27 PM
To: Drzyzga, Robert
Subject: Re: Silver Star

Bob my client does not wish to pursue any charges on behalf of the Local regarding issues related to bargaining. But would request the charges regarding the individuals continue

From: Drzyzga, Robert <Robert.Drzyzga@nlrb.gov>
Sent: Monday, March 5, 2018 2:13 PM
To: Kevin Oneill
Subject: Silver Star

Did you talk to your client on this case? Do you still wish to proceed with your charges, or will you be withdrawing them?

From: (b) (6), (b) (7)(C)
Sent: Friday, October 12, 2018 4:58 PM
To: Drzyzga, Robert
Subject: Re: Follow up Silverstar Question

Hey Robert,

Yes, I was told by (b) (6), (b) (7)(C) that things were going to get tighter and Silverstar would start going by the book because they were upset about the union being voted in

Sent from my Sprint Samsung Galaxy Note8.

----- Original message -----

From: "Drzyzga, Robert" <Robert.Drzyzga@nrlb.gov>
Date: 10/10/18 3:09 PM (GMT-05:00)
To: (b) (6), (b) (7)(C)
Subject: Follow up Silverstar Question

(b) (6), (b) (7)(C) did anyone ever tell you at any time that since the Union was involved the Employer was going to enforce its work policies rules or procedures more strictly (by the book)? If so, who told you this and provide the details-time, date, location of conversation who said this and what was said to the best of your recollection.

I request your response by Friday October 12, 2018. Thank you for your time. Robert Drzyzga, NLRB 313 335-8052.